

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 17		
2. Contract No. W56HZV-04-P-1062		3. Award/Effective Date 2004JUN24		4. Order Number		5. Solicitation Number		
7. For Solicitation Information Call:		A. Name ROSHAWN BUSTER			B. Telephone Number (No Collect Calls) (586)574-7179		6. Solicitation Issue Date	
9. Issued By TACOM WARREN AMSTA-AQ-AHED WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail: BUSTERR@TACOM.ARMY.MIL		Code W56HZV	10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 334414 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input checked="" type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) 13b. Rating DOA4 14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. Discount Terms	
15. Deliver To SEE SCHEDULE			Code	16. Administered By DCMA BALTIMORE 217 EAST RED WOOD ST SUITE 1800 BALTIMORE, MD 21202-5299				Code S2101A
Telephone No.			17. Contractor/Offeror Code 78205 Facility					
MOTOROLA, INC. 7031 COLUMBIA GATEWAY DRIVE 3RD FLOOR COLUMBIA, MD. 21046-2289			18a. Payment Will Be Made By Code HQ0338 DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS, OH 43218-2264					
Telephone No.			18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer								
19. Item No.	20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price	24. Amount	
	SEE SCHEDULE						FMS REQUIREMENT	
(Use Reverse and/or Attach Additional Sheets As Necessary)								
25. Accounting And Appropriation Data ACRN: AA 9711 X8242SIO1X6D1000BBU 002252GSIS20113 W56HZV						26. Total Award Amount (For Govt. Use Only) \$58,983.30		
<input type="checkbox"/> 27a.Solicitation Incorporates By Reference FAR 52.212-1,52.212-4,FAR 52.212-3 And 52.212-5 Are Attached. Addenda				<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.				
<input checked="" type="checkbox"/> 27b.Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda				<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.				
<input type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return _____ Copies to Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				<input type="checkbox"/> 29. Award Of Contract: Ref. _____ Offer Dated _____. Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items:				
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)				
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) LOLA G. GAGE /SIGNED/ GAGEL@TACOM.ARMY.MIL (586)574-7183		31c. Date Signed		

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account Number	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-1062 MOD/AMD	Page 2 of 17
Name of Offeror or Contractor: MOTOROLA, INC.		

SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002
(a) Contract Number W5GHZV04-1062- -1- is awarded to MOTOROLA INC. . The Government accepts your proposal dated -3- in response to Solicitation Number: DAEE07- -4- , signed by -5- , -6- (title) of your company.			
(b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:			
Section E, 52.246-4025, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM REQUIREMENT: -7-			
Section E, 52.246-4028, INSPECTION POINT: MOTOROLA CONSIOLIDATION CENTER c/o EXCEL LOGISTICS 2500 NORTHWEST PARKWAY ELGIN, IL 60123			
[End of Clause]			
2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003
(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/userguide.htm and http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.			
(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.			
(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.			
(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987)of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.			
(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil			
(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com			
[End of Clause]			

THE INFORMATION LISTED BELOW APPLIES TO ALL REQUISITIONS ON THIS ORDER.

0000-00-000-0000 is not a valid NSN. NSN's are not applicable for these requirements.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-1062 MOD/AMD	Page 3 of 17
Name of Offeror or Contractor: MOTOROLA, INC.		

Requirement is for Part Numbers specified.

ALL ITEMS UNDER THIS ORDER HAVE AN END USER OF THE SAUDI ARABIAN NATIONAL GUARD UNDER FMS CASE SIBBU002.

PACKAGING AND MARKING

BEST COMMERCIAL EXPORT PACKAGING

ITEMS SHALL BE PACKAGED AND MARKED IN ACCORDANCE WITH STANDARD COMMERCIAL PRACTICE AS DEFINED IN ASTM-3951-98. PERFORMANCE TESTING, AS REFERENCED IN SECTION 7 OF ASTM-3951-98, SHALL NOT BE REQUIRED.

INSPECTION AND ACCEPTANCE

EARLY SHIPMENT IS ACCEPTABLE AT NO ADDITIONAL COST TO THE GOVERNMENT.

PLEASE VERIFY "MARK FOR" ADDRESS WITH DCMC.

ITEMS MUST BE INSPECTED BY A U.S. GOVERNMENT QUALITY ASSURANCE REPRESENTATIVE PRIOR TO SHIPMENT. INSPECTION, ACCEPTANCE AND DD250 PROVISIONS ARE INCLUDED IN THIS ORDER.

THE BEST SOURCE FOR HELP IN GOVERNMENT CONTRACTS IS YOUR AREA'S SMALL BUSINESS OFFICER AND/OR YOUR AREA DCMC. IF YOU STILL NEED ASSISTANCE CONTACT TACOM BUYER IN BLK #6.

PLEASE MAIL ADDITIONAL COPY OF DD 250 TO:

US ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND
ACQUISITION CENTER, ATTN: AMSTA-CLS/SNAP
WARREN, MI 48397-5000

PLEASE FAX ADDITIONAL COPY OF THE DD250 TO: (586) 574-8047

CONTRACTOR MUST CONTACT DCMC PRIOR TO SHIPMENT TO VERIFY SHIP TO ADDRESS.

DCMC STANDS FOR DEFENSE CONTRACT MANAGEMENT CENTER.

YOU MAY OBTAIN THE TELEPHONE NUMBER BY CONTACTING INFORMATION FOR THE COGNIZANT ADMINISTRATION OFFICE IN BLOCK 7 OF YOUR CONTRACT. YOU SHOULD THEN REQUEST THE PHONE NUMBER FOR THE ADMINISTRATIVE CONTRACT OFFICER (ACO) ASSIGNED TO YOUR COMPANY. THE ACO WILL ALSO PROVIDE YOU THE NUMBER FOR YOUR TRANSPORTATION OFFICE AND THE GOVERNMENT QUALITY ASSURANCE (QAR) REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR INSPECTION YOUR ORDER.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor: MOTOROLA, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 0000-00-000-0000 FSCM: 78205 PART NR: TTN6117A SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: ETHERNET INTERFACE MODUL PRON: J537H905EH PRON AMD: 01 ACRN: AA AMS CD: BBU002 CUSTOMER ORDER NO: J53BBU02EHSI FMS CASE IDENTIFIER: SI-B-BBU <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 BSIA5530882013 BA2BBU L BSIA00 3 <u>PROJ CD BRK BLK PT</u> BSI002 <u>DEL REL CD QUANTITY DEL DATE</u> 001 4 08-OCT-2004 FOB POINT: Origin SHIP TO: <u>Contact DCMA for shipping instructions</u> MARK FOR: US ARMY PROGRAM MANAGER FOR SANG MODERNIZATION DAMMAN SAUDI ARABIA <u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-1062/0000	4	EA	\$ 7,344.00000	\$ 29,376.00

Name of Offeror or Contractor: MOTOROLA, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	NSN: 0000-00-000-0000 FSCM: 78205 PART NR: T5007BX SECURITY CLASS: Unclassified				
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: SECURE CONSOLE INTERFACE PRON: J537H903EH PRON AMD: 01 ACRN: AA AMS CD: BBU002 CUSTOMER ORDER NO: J53BBU02EHSI FMS CASE IDENTIFIER: SI-B-BBU</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 BSIA5531592033 BA2BBU L BSIA00 3 <u>PROJ CD BRK BLK PT</u> BSI002 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 08-OCT-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: US ARMY PROGRAM MANAGER FOR SANG MODERNIZATION DAMMAN SAUDI ARABIA</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-1062/0000</p>	1	EA	\$ 3,874.50000	\$ 3,874.50

Name of Offeror or Contractor: MOTOROLA, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	NSN: 0000-00-000-0000 FSCM: 78205 PART NR: TLN3495A SECURITY CLASS: Unclassified				
0003AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: 1 GB HARD DISK MODULE PRON: J537H904EH PRON AMD: 01 ACRN: AA AMS CD: BBU002 CUSTOMER ORDER NO: J53BBU02EHSI FMS CASE IDENTIFIER: SI-B-BBU</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 BSIA5531592040 BA2BBU L BSIA00 3 <u>PROJ CD BRK BLK PT</u> BSI002 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 08-OCT-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: US ARMY PROGRAM MANAGER FOR SANG MODERNIZATION DAMMAN SAUDI ARABIA</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-1062/0000</p>	2	EA	\$ 10,170.00000	\$ 20,340.00

Name of Offeror or Contractor: MOTOROLA, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	NSN: 0000-00-000-0000 FSCM: 00000 PART NR: MDE179AG SECURITY CLASS: Unclassified				
0004AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: SPARES KIT, 4.3KVA PRON: J537H888EH PRON AMD: 03 ACRN: AA AMS CD: BBU002 CUSTOMER ORDER NO: J53BBU02EHSI FMS CASE IDENTIFIER: SI-B-BBU</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 002 BSIA5531592023 BA2BBU L BSIA00 3 <u>PROJ CD BRK BLK PT</u> BSI002 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 31-DEC-2004</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: US ARMY PROGRAM MANAGER FOR SANG MODERNIZATION DAMMAN SAUDI ARABIA</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> W56HZV-04-P-1062/0000</p>	2	EA	\$ 2,696.40000	\$ 5,392.80

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CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/	OBLG		JOB				ORDER	ACCOUNTING		OBLIGATED	
ITEM	MIPR	ACRN	STAT	ACCOUNTING CLASSIFICATION				NUMBER	STATION		AMOUNT	
0001AA	J537H905EH	AA	2	9711	X8242SIO1X6D1000BBU	002252GSIS20113		3LTJNK	W56HZV	\$	29,376.00	
	BBU002											
	J53BBU02EHSI											
0002AA	J537H903EH	AA	2	9711	X8242SIO1X6D1000BBU	002252GSIS20113		3LTJNK	W56HZV	\$	3,874.50	
	BBU002											
	J53BBU02EHSI											
0003AA	J537H904EH	AA	2	9711	X8242SIO1X6D1000BBU	002252GSIS20113		3LTJNK	W56HZV	\$	20,340.00	
	BBU002											
	J53BBU02EHSI											
0004AA	J537H888EH	AA	2	9711	X8242SIO1X6D1000BBU	002252GSIS20113		3LTJNK	W56HZV	\$	5,392.80	
	BBU002											
	J53BBU02EHSI											
										TOTAL	\$	58,983.30
SERVICE								ACCOUNTING		OBLIGATED		
NAME		TOTAL BY ACRN		ACCOUNTING CLASSIFICATION				STATION			AMOUNT	
Army		AA		9711	X8242SIO1X6D1000BBU	002252GSIS20113		W56HZV		\$	58,983.30	
										TOTAL	\$	58,983.30

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Name of Offeror or Contractor: MOTOROLA, INC.

SPECIAL CONTRACT REQUIREMENTS

4	252.225-7013	DUTY-FREE ENTRY	JAN/2004
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CONTRACT CLAUSES

5	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
6	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
7	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
8	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
9	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
10	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract. The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
11	52.247-29	F.O.B. ORIGIN	JUN/1988
12	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
13	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JAN/2004

(a) The Contractor shall comply with the following FAR clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b), which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

____(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

____(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)

____(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____ (ii) Alternate I to 52.219-5.

____ (iii) Alternate II to 52.219-5.

(5)(i)52.219-6, Notice of Total Small Business Aside (June 2003)(15 U.S.C.644)

(ii) Alternate I (Oct 1995) of 52.219-6.

(6)(i) 52.219-7, Notice of Partial Small Business Set Aside (June 2003)(15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

_X____(7) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

____(8) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))

(ii) Alternate I of 52.219-9.

(iii) Alternate II of 52.219-9.

____(9) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

____(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I of 52.219-23.

____(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(13) 52.222-3, Convict Labor (E.O. 11755)

X (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2004)(E.O.13126)

_X____(15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)

_X____(16) 52.222-26, Equal Opportunity (E.O. 11246)

_X____(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

_X____(18) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

_X____(19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-04-P-1062 MOD/AMD</p>	<p align="center">Page 10 of 17</p>
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Name of Offeror or Contractor: MOTOROLA, INC.

- ___(20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___(21) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- ___(22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act--(Jan 2004)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-178).
- ___(ii) Alternate I of (Jan 2004)52.225-3.
- ___(iii) Alternate II of (Jan 2004)52.225-3.
- ___(23) 52.225-5, Trade Agreements (Jan 2004)(19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___(24) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s, proclamations, and statutes administered by the Office of Foreign assets Control of the Dept. of the Treasury).
- ___(25) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- ___(26) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- ___(27) 52.232-29, Terms for Financing of Purchases of Commercial Items (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___(28) 52.232-30, Installment Payments for Commercial Items(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- ___(30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___(31) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- ___(32) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ___(33) (i) 52.247-64, Preference for Privately Owned U.S.--Flag Commercial Vessels (46 U.S.C. 1241 & 10 U.S.C. 2631).
(ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- ___(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- ___(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- ___
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)
- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items or commercial components. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (v) 52.222-41, Service Contract Act of 1965, As Amended, flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down

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required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontrats for commercial items a minimal number of additional clasues necessary to satisfy its contractual obligations.

(End of clause)

14	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JAN/2004
	(a)	The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.	
	()	52.203-3	Gratuities (APR 1984) (10 U.S.C. 2207)
	(b)	The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items or components.	
	_____	252.205-7000	Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
	_____	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
	_____	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).
	_____X	252.225-7001	Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
	_____X	252.225-7012	Preference for Certain Domestic Commodities.
	_____X	252.225-7014	Preference for Domestic Specialty Metals (10 U.S.C. 2533a).
	_____	252.225-7015	Restriction on Acquisition of Hand or Measuring Tools (10 U.S.C. 2533a).
	_____	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings. (_____ Alternate I)(10 U.S.C. 2534 and Sect. 8099 of Pub.L. 104-61 and similar sections in subsequent DoD app. acts).
	_____	252.225-7021	Trade Agreements (JAN 2004)(19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
	_____X	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
	_____X	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
	_____	252.225-7036	Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004)(____ Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
	_____	252.225-7038	Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
	_____	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns Section 8021 of Pub.L. 107-248).
	_____	252.227-7015	Technical Data--Commercial Items (10 U.S.C. 2320).
	_____	252.227-7037	Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
	_____	252.232-7003	Electronic Submission of Payment Requests (10 U.S.C. 2227).
	_____X	252.243-7002	Requests for Equitable Adjustment (10 U.S.C. 2410).
	___ X	252.247-7023	Transportation of Supplies by Sea (10U.S.C. 2631) (_____ Alternate I) (_____ Alternate II) (_____ Alternate III)(10 U.S.C. 2631)

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____252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

15 52.246-4005 INSPECTION AND ACCEPTANCE POINTS: ORIGIN
 (TACOM)

FEB/1995

(a) Inspection and acceptance of supplies offered under this purchase order shall take place as specified herein. Inspection: ORIGIN Acceptance: ORIGIN

(b) Origin inspection shall take place at the site specified below:

MOTOROLA CONSOLIDATION CENTER
c/o EXCEL LOGISTICS
2500 Northwest Parkway
Elgin, IL 60123

POC: MR. Tom Leitzel
TEL: 410-712-6423

[End of Clause]

16 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

OCT/2003

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

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(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt

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payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.

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(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

[End of Clause]

17 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

18 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING JUN/2004

19 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

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(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

20	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000
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At least 10 days prior to the first shipment of supplies under this order, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this order.

[End of Clause]

21	52.246-4028 (TACOM)	INSPECTION POINT: ORIGIN	FEB/1994
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We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: _____

MOTOROLA CONSOLIDATION CENTER
C/O EXCEL LOGISTICS
2500 NORTHWEST PARKWAY
ELGIN, IL 60123

POC: MR. TOM LEITZEL
TELE: 410- 712-6234

22	52.246-4040 (TACOM)	INSPECTION AND ACCEPTANCE -- COUNT AND CONDITION	APR/2000
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The Government will inspect the supplies described Section B of the contract. The inspection will be limited to count and condition only. This limited inspection does not waive any other rights of the Government under this contract.

[End of Clause]

23	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT	AUG/2003
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- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
- (1) Government/Commercial Bills of Lading or US Postal Services;
 - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
 - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:

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- (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]